

**AMENDMENT 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAPIENT CORPORATION**

THIS AMENDMENT 2 TO THE AGREEMENT (“Amendment”), entered into this 7th day of April 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAPIENT CORPORATION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of development and maintenance of the Assessor Property Assessment System (APAS), on December 11, 2018 (Resolution No. 076320), as amended hereinafter called “Agreement”; and

WHEREAS, the parties wish to amend the Agreement (Amendment 2) to incorporate the Data Cleansing and Conversion project by modifying Sections 2, 3.1, and 4 and increase the Agreement amount by \$3,886,400 to new amount of \$20,188,348 as approved by the APAS Solutions Committee and Executive Steering Committee and County Procurement,

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2: Exhibits and Attachments: of the Agreement is amended as follows:

The following exhibits and appendix are attached to this Amendment to the Agreement and incorporated into the Agreement by this reference:

Exhibit E – Statement of Work (SOW # 3)
Exhibit F – Fee Methodology and Payments (SOW # 3)
Exhibit E-1.1 EZ Access Data Dictionary for Business Personal Property
Exhibit E-1.2 EZ Access Data Dictionary for Real Property
Exhibit E-2 Data Inventory for non-EZ Access Data Sources
Exhibit E-3 Deliverables
Exhibit E-4 Roles and Responsibility Matrix
Exhibit E-5 Data Cleansing Project Plan
Appendix E1 - List of Apps requiring VPN Tunnel

2. Section 3.1 Scope of Services: of the Agreement is amended by adding a Section 3.1.3

thereto:

3.1.3 Contractor's responsibilities with respect to APAS Data Cleansing and Conversion project are set forth in the Statement of Work #3 (Exhibit E) and the Agreement.

- a. Contractor will plan, prepare for and perform the Services in accordance with this Agreement, and the Statement of Work #3 (Exhibit E, E-1.1 through E5). The commencement of the Services will be no later than the date specified in the Project Plan (Exhibit E-5). Contractor's responsibilities with respect to the Services include:
 - i. Performing the services, functions, and responsibilities described in the Statements of Work and Agreement in accordance with the time frames set forth in the Project Plan and Exhibit F (Fee Methodology and Payments);
 - ii. Developing and providing the Services and Deliverables to be compliant with the Specifications, Acceptance Criteria (Exhibit A-9), and Statements of Work, and delivering the Deliverables in accordance with timeframes in the Project Plan (Exhibit E-5) and Exhibit F (Fee Methodology and Payments);
 - iii. performing the Services without material disruption to County's business operations.
 - iv. otherwise performing such services, integration, and migration tasks as are necessary to enable Contractor to provide the Services in accordance with the terms of the Agreement, without materially disrupting County's business or operations.
- b. The Fees for SOW #3 are fully set forth in Exhibit F (Fee Methodology and Payments) and will be chargeable by or payable to Contractor, unless there are any Changes to Exhibit F (Fee Methodology and Payments) that are processed through the Change Control Procedures (Exhibit A-7).
- c. County acknowledges that time frames in the Project Plan are good faith estimates. Contractor acknowledges that this is a fixed bid and the Deliverables listed in Exhibit E-3 (Deliverables) shall constitute the APAS Data Cleansing and Conversion project requirements. Any scope or schedule changes will go through the Change Control Procedures (Exhibit A-7).

- 3** Section 4: Payments: of the Agreement is amended to add the following sentence to Section 4.


"In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit E (SOW #3), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit F (Fee Methodology and Payment) for Exhibit E (SOW #3)."

4. The third sentence of Section 4: Payments: of the Agreement is amended to read as follows: –“In no event shall County’s total fiscal obligation under this Agreement exceed Twenty Million One Hundred Eighty Eight Thousand Three Hundred Forty Eight dollars (\$20,188,348).”

4. **All other terms and conditions of the Agreement dated December 11, 2018, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **[Sapient Corporation]**



Contractor Signature

March 17, 2020
Date

Ariel Marciano, CFO
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board